

**NOTICE INVITING SEALED BIDS
FOR
FRONT STREET AND ORANGE AVENUE
STREET IMPROVEMENT PROJECT
PROJECT
(PW 2007.13)
IN THE CITY OF LAKE FOREST**

PUBLIC NOTICE IS HEREBY GIVEN that the City of Lake Forest, as CITY, invites sealed bids for the above-stated project and will receive such bids in the Offices of the City Clerk, City of Lake Forest, City Hall, 25550 Commercentre Drive, Suite 100, Lake Forest, California 92630, up to the hour of 2:00 p.m. on Monday, January 25, 2010, at which time they will be publicly opened and read.

Copies of the Plans, Specifications, and Contract Documents are available from the City of Lake Forest, City Hall, 25550 Commercentre Drive, Suite 100, Lake Forest, California 92630, upon payment of a \$25, nonrefundable fee, if picked up, or payment of a \$35 nonrefundable fee, if mailed.

Any Contract entered into pursuant to this notice will incorporate the provisions of the State Labor Code. Pursuant to the provisions of California Labor Code Section 1773.2, the minimum prevailing rate of per diem wages for each craft, classification, or type of worker needed to execute the Contract shall be those determined by the Director of Industrial Relations of the State of California, which are on file at the City Hall, City of Lake Forest, 25550 Commercentre Drive, Suite 100, Lake Forest, California 92630, and are available to any interested party on request.

Attention is directed to the provisions of Labor Code Section 1777.5 concerning the employment of apprentices by the Contractor or any such Subcontractor under him/her/it. Contractor shall ensure that hiring practices do not promote or result in discrimination in employment on the basis of race, color, national origin, ancestry, sex, religion, or handicap.

The CITY hereby affirmatively ensures that minority business enterprises will be afforded full opportunity to submit bids in response to this notice and will not be discriminated against on the basis of race, color, national origin, ancestry, sex, or religion in any consideration leading to the award of Contract.

In entering into a public works contract, or a subcontract, to supply goods, services, or materials pursuant to a public works contract, the Contractor, or Subcontractor, offers and agrees to assign to the awarding body all rights, title and interest in, and to, all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act, Business and Professions Code Section 16700, *et seq.*, arising from purchases of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body tenders final payment to the Contractor, without further acknowledgment by the parties.

Bids must be prepared on the approved Bid forms in conformance with the Instructions to Bidders and submitted in a sealed envelope plainly marked on the outside.

The bid must be accompanied by certified or cashier's check, or bidder's bond, made payable to the CITY for an amount no less than ten percent (10%) of the amount bid.

The successful bidder shall be licensed in accordance with provisions of the Business and Professions Code and shall possess a State Contractor's License Class A at the time of bid submittal. See Public Contract Code Section 3300.

The successful bidder will be required to provide the amount and types of insurance required by the Specifications and to provide a Labor and Materials Bond and a Faithful Performance Bond on the forms provided by the CITY and in the amounts required by the Specifications.

Bidders are advised that the Contract contains a liquidated damages provision of five hundred dollars (\$500.00) per day for late performance in accordance with Government Code Section 53069.85.

All bidders shall supply the names, addresses, and Contractor's licensing number of Subcontractors as set forth in the bid. Subcontractors are advised that if a dispute arises between the Contractor and a Subcontractor, the CITY shall utilize the services of a third party hearing officer, the cost of which shall be shared between the Contractor and Subcontractor. All bidders agree that by submitting a bid on this project, they will provide notice of this provision to all those providing quotes or bids for subcontract work included within bidders bid.

Bidders are further advised that if awarded this Contract, the Contract Documents require binding arbitration in accordance with Public Contract Code Section 20104 *et seq.* and Code of Civil Procedure Section 1280, *et seq.*, in lieu of litigation in the courts.

Bidders are further advised that if awarded this contract, the Contract Documents require them to waive the provisions of Civil Code Section 47(b) in making claims under the Contract Documents and that the CITY will pursue any and all remedies available under the California False Claims Act, Government Code Section 12650 *et seq.* Contractors are reminded that making a false claim is a criminal offense.

The CITY will deduct a ten percent (10%) retention from all progress payments as specified in Section 9-3.2 of the Specifications. In accordance with Public Contract Code Section 22300, Contractor may at his/her/its own and sole cost and expense, substitute securities equivalent to any monies withheld by the CITY to ensure performance under the Contract. Such securities shall be deposited with the CITY or with a State or Federally chartered bank as escrow agent who shall pay such monies to the Contractor upon satisfactory completion of the Contract. For further information, please refer to applicable portions of Article IV of the Contract, Section 9.32 of the General Conditions, and the Escrow Agreements for Securities Deposits in Lieu of Performance included within these Contract Documents.

The CITY reserves the right to reject any or all bids, to waive any irregularity, informality or minor defects and to take all bids under advisement for a period of ninety (90) calendar days.

Bidders are advised that the CITY will utilize a third party hearing officer to determine all bid protests. In submitting a bid for this project, all bidders agree that should a bid protest or protests be

filed, the cost of the third party hearing officer will be borne by the apparent low bidder and the protesting parties.

The successful bidder shall execute the Contract and file the necessary performance, and materials and labor bonds and insurance certificates within ten (10) working days after he/she/it has been informed of the award of contract by the CITY.

Publish: December 25, 2009 and January 1, 2010

Robert L. Woodings, P.E.
Director of Public Works/City Engineer

